

**UNITED STATES BANKRUPTCY COURT  
FOR THE SOUTHERN DISTRICT OF NEW YORK**

In re:

-----x  
Chapter 11

**DELPHI CORPORATION, et al.,**

Case No. 05-44481 (RDD)

**Debtor.**

(Jointly Administered)  
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**NOTICE REGARDING TRANSFER OF CLAIM NO. 5980  
PURSUANT TO FEDERAL RULE OF BANKRUPTCY PROCEDURE 3001(e)(2)**

To: PBR Knoxville LLC  
10215 Caneel Drive  
Knoxville, TN 37931  
Attn: Prea Lawhon  
Telephone: 865-670-1313

Your right, title, and interest in and to the allowed, general, unsecured, non-priority claim, as evidenced by proof of claim No. **5980** date-stamped on **May 18, 2006**, against Delphi Automotive Systems LLC (“Delphi”), a debtor and debtor in possession in the above-captioned case, to the extent of **\$9,157,458.38** (such proof of claim, as amended, attached hereto as Exhibit A), has been transferred, pursuant to the terms of the Evidence of Transfer of Claims (attached hereto as Exhibit B) to Merrill Lynch Credit Products, LLC (“Transferee”), its successors and assigns, with offices located at:

Merrill Lynch Credit Products, LLC  
4 World Financial Center, 7<sup>th</sup> Floor  
New York, NY 10080  
Attn: Ron Torok  
Telephone: 212-449-4969

No action is required if you do not object to the transfer of your claim. However, **IF YOU OBJECT TO THE TRANSFER OF YOUR CLAIM, WITHIN 20 DAYS OF THE DATE OF THIS NOTICE YOU MUST FILE A WRITTEN OBJECTION WITH:**

United States Bankruptcy Court  
Southern District of New York  
Attn: Claims Processing Center  
Delphi Automotive Systems LLC  
One Bowling Green  
New York, New York 10004-1408

SEND A COPY OF YOUR OBJECTION TO THE TRANSFeree.

Refer to Internal Control No. \_\_\_\_\_ in your objection.

IF YOU FILE AN OBJECTION, A HEARING WILL BE SCHEDULED.

IF YOUR OBJECTION IS NOT TIMELY FILED, THE TRANSFeree WILL BE  
SUBSTITUTED ON OUR RECORDS AS THE CLAIMANT.

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Clerk of the Court

FOR CLERK'S OFFICE USE ONLY:

This notice was mailed to the first named party, by first class mail, postage prepaid on  
\_\_\_\_\_, 2006.

INTERNAL CONTROL NO. \_\_\_\_\_

Copy to Transferee: \_\_\_\_\_

Claims Agent Noticed: \_\_\_\_\_

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Deputy Clerk

**EXHIBIT A**

**Proof of Claim for Claim No. 5980**

UNITED STATES BANKRUPTCY COURT		Southern	POLK	DISTRICT OF New York	PROOF OF CLAIM
Name of Debtor Delphi Automotive Systems LLC		Case Number 05-44640			<b>Received</b>
NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A "request" for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503.					<b>MAY 18 2006</b>
Name of Creditor (The person or other entity to whom the debtor owes money or property):  PBR Knoxville LLC		<input type="checkbox"/> Check box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.  <input type="checkbox"/> Check box if you have never received any notices from the bankruptcy court in this case.  <input type="checkbox"/> Check box if the address differs from the address on the envelope sent to you by the court.			Kurtzman Carson
Name and address where notices should be sent: PBR Knoxville LLC Attn: Pres Lawhon 10215 Caneel Dr. Knoxville, TN 37931 Telephone number: (865) 670-1313					Claim #05980 USBC SDNY Delphi Corporation, et al. 05-44481 (RDD)
Last four digits of account or other number by which creditor identifies debtor:		Check here <input type="checkbox"/> replaces if this claim <input checked="" type="checkbox"/> amends a previously filed claim, dated: 5/2/06			THIS SPACE IS FOR COURT USE ONLY
1. Basis for Claim  <input checked="" type="checkbox"/> Goods sold <input type="checkbox"/> Services performed <input type="checkbox"/> Money loaned <input type="checkbox"/> Personal injury/wrongful death <input type="checkbox"/> Taxes <input type="checkbox"/> Other _____		<input type="checkbox"/> Retiree benefits as defined in 11 U.S.C. § 1114(a) <input type="checkbox"/> Wages, salaries, and compensation (fill out below) Last four digits of your SS #: _____ Unpaid compensation for services performed from _____ to _____ (date) (date)			
2. Date debt was incurred: Date goods shipped.		3. If court judgment, date obtained:			
4. Classification of Claim. Check the appropriate box or boxes that best describe your claim and state the amount of the claim at the time case filed See reverse side for important explanations.  Unsecured Nonpriority Claim \$ 9,157,458.38* *(\$10,511,688.65 less recoupments of \$1,285,921.47**) <input checked="" type="checkbox"/> Check this box if: a) there is no collateral or lien securing your claim, or b) your claim exceeds the value of the property securing it, or if c) none or only part of your claim is entitled to priority. **less secured claim/setoff of \$68,308.80					
Secured Claim  <input checked="" type="checkbox"/> Check this box if your claim is secured by collateral (including a right of setoff).  Brief Description of Collateral: <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other Setoff Value of Collateral: \$ 68,308.80  Amount of arrearage and other charges at time case filed included in secured claim, if any: \$ _____					
<input type="checkbox"/> Up to \$2,225* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use - 11 U.S.C. § 507(a)(7). <input type="checkbox"/> Taxes or penalties owed to governmental units - 11 U.S.C. § 507(a)(8). <input type="checkbox"/> Other - Specify applicable paragraph of 11 U.S.C. § 507(a)(____).  *Amounts are subject to adjustment on 4/1/07 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.					
5. Total Amount of Claim at Time Case Filed:		\$ 9,157,458.38	\$ 68,308.80	0	\$ 9,225,767.18
<input type="checkbox"/> Check this box if claim includes interest or other charges in addition to the principal amount of the claim. Attach itemized statement of all interest or additional charges.					
6. Credits: The amount of all payments on this claim has been credited and deducted for the purpose of making this proof of claim.					
7. Supporting Documents: Attach copies of supporting documents, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, court judgments, mortgages, security agreements, and evidence of perfection of lien. DO NOT SEND ORIGINAL DOCUMENTS. If the documents are not available, explain. If the documents are voluminous, attach a summary.					
8. Date-Stamped Copy: To receive an acknowledgment of the filing of your claim, enclose a stamped, self-addressed envelope and copy of this proof of claim.					
Date 11 May 2006	Sign and print the name and title, if any, of the creditor or other person authorized to file this claim (attach copy of power of attorney, if any):  SJC				
Pres Lawhon General Manager					THIS SPACE IS FOR COURT USE ONLY

Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to



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**APPENDIX TO PBR KNOXVILLE LLC PROOF OF CLAIM**

PBR Knoxville LLC ("PBR Knoxville") holds pre-petition claims against Delphi Automotive Systems LLC ("Delphi Automotive" or the "Debtor")<sup>1</sup> as set forth in the attached Proof of Claim (the "Claim").

Upon information and belief, documents supporting the Claim are in the possession of Delphi Automotive. The numerous invoices, purchase orders, contracts and other supporting documents are too voluminous to attach to the Claim. However, PBR Knoxville has attached hereto a summary of its Claim.

PBR Knoxville is a party to various pre-petition agreements and arrangements with Delphi Automotive, pursuant to which PBR Knoxville could be deemed to hold a prepetition claim on account of claims that are not currently liquidated, or which remain contingent. A summary of all potential unliquidated contingent claims would be unduly burdensome, if not impossible. PBR Knoxville reserves all of its rights with respect to claims under its agreements or arrangements with Delphi Automotive or any of the Debtors.

PBR Knoxville further reserves its rights to amend, modify or supplement this proof of claim at any time, including, without limitation, to assert claims on account of: (i) other obligations arising under agreements or arrangements or otherwise that may be deemed to be prepetition in nature; (ii) indemnification, setoff, recoupment or other rights; (iii) any consequential or other contractual damages; and (iv) any other causes of action sounding in contract, tort or otherwise, under statute or other applicable law, including counterclaims, relating to PBR Knoxville's agreements, arrangements and dealings with Delphi Automotive. PBR Knoxville further reserves the right to assert any administrative claims against the Debtor arising under agreements, arrangements or otherwise, including without limitation any right to assert that some or all of the amounts due are not prepetition claims.

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<sup>1</sup> The contracts, purchase orders and other documents that form the basis for the claims are between PBR Knoxville and Delphi Energy & Chassis Systems. While Delphi Automotive's Schedule F lists PBR Knoxville as a creditor and its Schedule G lists executory contracts with PBR Knoxville, PBR Knoxville is uncertain if Delphi Energy & Chassis Systems is a division of Delphi Automotive or Delphi Corporation. Therefore, out of an abundance of caution, PBR Knoxville is filing identical claims in both cases.

PBR Knoxville LLC  
Delphi Prepetition Debt

<b>OUTSTANDING DEBT DUE TO PBR</b>	<b>PBR</b>	
<b>1. Product Delivered &amp; Debt Due</b>		
Product	10,511,688.65	Note 1
Tooling		
Obsolete inventory claims		
Other claims		
Other claims		
<b>SUB TOTAL</b>	<b>10,511,688.65</b>	
<b>TOTAL DEBT DUE FROM DELPHI TO PBR</b>	<b>10,511,688.65</b>	
<b>2. Deduct PBR debt due to Delphi</b>		
Discounts for Accelerated Payments	(37,367.28)	Note 2
Pad Pass Thru - 1/1/05 - 6/30/05	(982,150.51)	Note 3
Pad Pass Thru - 1/1/05-10/07/05	(156,984.00)	Note 3
Pad Pass Thru - 10/08/05 - 12/31/05	(41,664.00)	
Other claims - Accepted Cost Recovery	(9,044.00)	
Overpayments- productivity credits not taken	(58,711.68)	
<b>TOTAL DEBT DUE FROM PBR TO DELPHI</b>	<b>(1,285,921.47)</b>	
<b>NET DEBT DUE FROM DELPHI TO PBR before set</b>	<b>9,225,767.18</b>	

Note 1: See attached detail for invoice number, ship date and amount.

	<u>Contract Number</u>	<u>Part Number</u>	<u>Amount</u>
Note 2: \$982,150.51 Pad pass thru	550003173	18041703/4	\$ 208,165.10
	550000694	18041703/4	\$ -
	550038367	18049691/2	\$ 157,157.55
	550004986	18044786/7	\$ 16,994.21
	550053219	18084569/70	\$ -
	550050403	18084569/70	\$ 456,560.52
	550006253	18048556/7	\$ 143,273.13
	Total		\$ 982,150.51
Note 3: \$156,984 and \$41,664 pad pass thru	550004986	18044786/7	\$ 198,648.00
Set Off / Secured Claim: Overpayments - invoice paid by Bosch			\$ 68,308.80
Total Unsecured Claim			\$9,157,458.38
Grand Total			\$9,225,767.18

PBR Knoxville LLC  
Delphi Outstanding Amounts  
Detail Listing

Invoice	Ship Date	Amount
24561	7/29/2005	8,961.66
24975	8/30/2005	40,175.10
24981	8/30/2005	40,175.10
24988	8/31/2005	17,745.99
24989	8/31/2005	418.34
24993	9/1/2005	99,389.70
24996	8/31/2005	44,677.92
24998	8/31/2005	44,634.74
25001	8/31/2005	44,677.92
25002	8/31/2005	67,038.88
25003	8/31/2005	67,082.08
25011	9/1/2005	49,093.58
25016	9/1/2005	49,093.58
25017	9/1/2005	67,038.88
25018	9/1/2005	43,146.00
25019	9/1/2005	67,038.88
25020	9/1/2005	27,089.28
25022	9/1/2005	107,865.00
25023	9/2/2005	49,093.58
25026	9/2/2005	49,115.56
25029	9/2/2005	49,093.58
25030	9/2/2005	67,038.88
25031	9/2/2005	75,465.72
25032	9/2/2005	67,082.08
25034	9/2/2005	32,381.48
25035	9/2/2005	74,495.52
25037	9/2/2005	129,438.00
25039	9/6/2005	44,655.94
25041	9/6/2005	44,655.94
25043	9/6/2005	129,438.00
25045	9/6/2005	44,655.94
25047	9/6/2005	44,655.94
25049	9/6/2005	44,677.92
25051	9/6/2005	44,699.92
25053	9/6/2005	54,178.56
25054	9/7/2005	72,160.00
25055	9/7/2005	77,697.40
25057	9/7/2005	53,617.60
25059	9/7/2005	53,617.60
25062	9/7/2005	53,617.60
25064	9/7/2005	53,617.60
25065	9/7/2005	75,465.72
25067	9/7/2005	53,617.60
25068	9/7/2005	86,292.00
25070	9/7/2005	40,633.92
25071	9/8/2005	49,158.76

PBR Knoxville LLC  
Delphi Outstanding Amounts  
Detail Listing

Invoice	Ship Date	Amount
25074	9/8/2005	53,617.60
25075	9/8/2005	49,158.76
25077	9/8/2005	4,119.33
25078	9/8/2005	15,938.48
25079	9/8/2005	2,503.21
25080	9/8/2005	20.59
25081	9/8/2005	1,486.43
25082	9/8/2005	57,213.51
25083	9/8/2005	43,428.09
25084	9/8/2005	53,617.60
25086	9/8/2005	61,744.68
25087	9/8/2005	49,158.76
25089	9/8/2005	74,495.52
25090	9/8/2005	54,710.52
25091	9/9/2005	53,617.60
25093	9/9/2005	53,617.60
25095	9/9/2005	49,136.76
25098	9/9/2005	53,617.60
25099	9/9/2005	75,465.72
25101	9/9/2005	53,617.60
25103	9/9/2005	132,550.08
25104	9/9/2005	74,495.52
25108	9/9/2005	129,438.00
25114	9/12/2005	75,465.72
25120	9/12/2005	110,204.55
25121	9/12/2005	74,495.52
25124	9/12/2005	129,438.00
25191	9/19/2005	49,136.76
25193	9/19/2005	49,136.76
25195	9/19/2005	49,136.76
25198	9/19/2005	49,136.76
25203	9/19/2005	49,136.76
25207	9/20/2005	49,114.78
25209	9/20/2005	49,114.78
25211	9/20/2005	49,114.78
25214	9/20/2005	49,114.78
25216	9/20/2005	49,114.78
25218	9/20/2005	74,495.52
25221	9/20/2005	49,051.16
25223	9/21/2005	53,638.82
25225	9/21/2005	53,638.82
25227	9/21/2005	53,617.60
25229	9/21/2005	1,433.98
25230	9/21/2005	17,041.34
25231	9/21/2005	17,041.34
25232	9/21/2005	672.52

PBR Knoxville LLC  
Delphi Outstanding Amounts  
Detail Listing

Invoice	Ship Date	Amount
25233	9/21/2005	92,455.34
25234	9/21/2005	58,676.32
25235	9/21/2005	2,705.98
25237	9/21/2005	90,200.00
25238	9/21/2005	75,465.72
25240	9/21/2005	53,617.60
25242	9/21/2005	53,617.60
25244	9/21/2005	74,495.52
25245	9/21/2005	111,482.46
25247	9/21/2005	26,884.98
25249	9/21/2005	26,798.58
25252	9/21/2005	129,438.00
25254	9/21/2005	49,136.76
25256	9/21/2005	53,617.60
25258	9/21/2005	49,136.76
25260	9/21/2005	43,148.00
25284	9/21/2005	40,153.90
25266	9/21/2005	74,495.52
25269	9/21/2005	40,153.12
25272	9/23/2005	44,677.92
25274	9/23/2005	49,136.76
25276	9/23/2005	44,677.92
25278	9/23/2005	75,465.72
25281	9/23/2005	44,677.92
25283	9/23/2005	49,136.76
25285	9/23/2005	43,148.00
25288	9/23/2005	74,495.52
25290	9/23/2005	129,438.00
25291	9/23/2005	31,365.82
25294	9/26/2005	49,136.76
25296	9/26/2005	49,136.76
25298	9/26/2005	49,136.76
25301	9/26/2005	75,465.72
25302	9/26/2005	49,136.76
25304	9/26/2005	49,136.76
25306	9/26/2005	39,555.99
25309	9/26/2005	74,495.52
25311	9/26/2005	40,197.88
25313	9/27/2005	49,136.76
25315	9/27/2005	49,136.76
25317	9/27/2005	49,136.76
25319	9/27/2005	49,136.76
25322	9/27/2005	49,136.76
25324	9/27/2005	87,723.20
25325	9/28/2005	2,935.96
25326	9/28/2005	49,929.30

PBR Knoxville LLC  
Delphi Outstanding Amounts  
Detail Listing

Invoice	Ship Date	Amount
25329	9/29/2005	2,806.21
25339	9/28/2005	61,744.68
25342	9/28/2005	111,465.99
25345	9/28/2005	54,178.56
25369	9/30/2005	53,617.60
25371	9/30/2005	53,574.40
25373	9/30/2005	53,574.40
25378	9/30/2005	40,131.92
25385	10/3/2005	49,136.76
25387	10/3/2005	49,136.76
25389	10/3/2005	49,136.76
25390	10/3/2005	75,465.72
25392	10/3/2005	49,136.76
25393	10/3/2005	50,593.68
25394	10/3/2005	74,495.52
25397	10/3/2005	49,136.76
25399	10/3/2005	31,235.44
25402	10/4/2005	49,136.76
25404	10/4/2005	44,677.92
25406	10/4/2005	49,136.76
25407	10/4/2005	75,465.72
25409	10/4/2005	49,158.76
25410	10/4/2005	74,495.52
25412	10/4/2005	35,694.28
25415	10/4/2005	44,677.92
25417	10/4/2005	35,802.66
25420	10/4/2005	49,136.76
25422	10/4/2005	49,136.76
25424	10/4/2005	49,136.76
25425	10/5/2005	548.66
25426	10/5/2005	18,860.97
25427	10/5/2005	28,884.00
25428	10/5/2005	43,296.00
25429	10/5/2005	1,754.68
25432	10/4/2005	49,136.76
25433	10/4/2005	75,465.72
25434	10/4/2005	133,688.34
25435	10/4/2005	74,495.52
25438	10/4/2005	49,136.76
25441	10/4/2005	31,235.44
25442	10/4/2005	130,069.80
25444	10/6/2005	49,136.76
25446	10/6/2005	49,136.76
25448	10/6/2005	49,136.76
25452	10/6/2005	22,317.76
25454	10/6/2005	49,136.76

PBR Knoxville LLC  
Delphi Outstanding Amounts  
Detail Listing

Invoice	Ship Date	Amount
25455	10/6/2005	74,495.52
25456	10/6/2005	75,879.54
25458	10/6/2005	49,136.76
25459	10/6/2005	130,069.80
25469	10/7/2005	75,465.72
25473	10/7/2005	74,495.52
25474	10/7/2005	90,326.25
25105	9/9/2005	687.00
Total		<u><u>10,511,688.85</u></u>

**EXHIBIT B**

**Evidence of Transfer of Claim**

**EVIDENCE OF TRANSFER OF CLAIM**

TO: Clerk, United States Bankruptcy Court, Southern District of New York

AND TO: MERRILL LYNCH CREDIT PRODUCTS, LLC

PBR KNOXVILLE LLC, a corporation organized under the laws of Delaware, with offices located at 10215 Caneel Drive, Knoxville, TN 37931 ("Seller"), for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and pursuant to the terms of a Transfer of Claim Agreement dated as of the date hereof, does hereby certify that it has unconditionally and irrevocably sold, transferred and assigned to MERRILL LYNCH CREDIT PRODUCTS, LLC, its successors and assigns, with offices located at 4 World Financial Center, 7th Floor, New York, NY 10080 ("Buyer"), all right, title and interest in and to the unsecured claims in the amount of \$9,157,458.38 of Seller against Delphi Automotive Systems LLC, and its affiliates, docketed as Claim No. 5980 (the "Claims") in the United States Bankruptcy Court, Southern District of New York, Case No. 44640 (Jointly Administered under Case No. 05-44481 *in re* Delphi Corporation); provided, however, that SELLER does not assign and expressly reserves all right, title and interest in and to the secured claims/setoff in the amount of \$68,308.60 and any recoupment claims, against Delphi Automotive Systems LLC, and its affiliates, as part of Claim No. 5980.

Seller hereby waives any notice or hearing requirements imposed by Rule 3001 of the Federal Rules of Bankruptcy Procedure, and stipulates that an order may be entered recognizing this Assignment of Claim as an unconditional assignment and Buyer herein as the valid owner of the Claim. You are hereby requested to make all future payments and distributions, and to give all notices and other

communications, in respect to the Claim to Buyer.

IN WITNESS WHEREOF, dated as of the 14<sup>th</sup> day of July, 2006.

**PBR KNOXVILLE LLC**

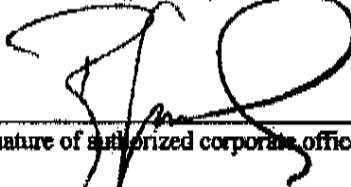
WITNESS:

Tim Ball

(Signature)

Name: Tim Ball  
Title: Financial Controller  
(Print name and title of witness)

By:

  
(Signature of authorized corporate officer)

Name: Pres Law hen  
Title: General Manager  
Tel.: (865) 670-3206

**MERRILL LYNCH CREDIT PRODUCTS, LLC**

WITNESS:

                    
(Signature)

Name:  
Title:  
(Print name and title of witness)

By:

                    
(Signature of authorized corporate officer)

Name:  
Title:  
Tel.:

communications, in respect to the Claim to Buyer.

IN WITNESS WHEREOF, dated as of the 14 day of July, 2006.

**PBR KNOXVILLE LLC**

**WITNESS:**

(Signature)

By:

(Signature of authorized corporate officer)

Name:  
Title:  
(Print name and title of witness)

Name:  
Title:  
Tel.:

**MERRILL LYNCH CREDIT PRODUCTS, LLC**

**WITNESS:**

(Signature)

Name: Christopher Moon  
Title:  
(Print name and title of witness)

By:   
(Signature of authorized corporate officer)

Name: Ron Tack  
Title: Vice President  
Tel.: 212 4449-4969